

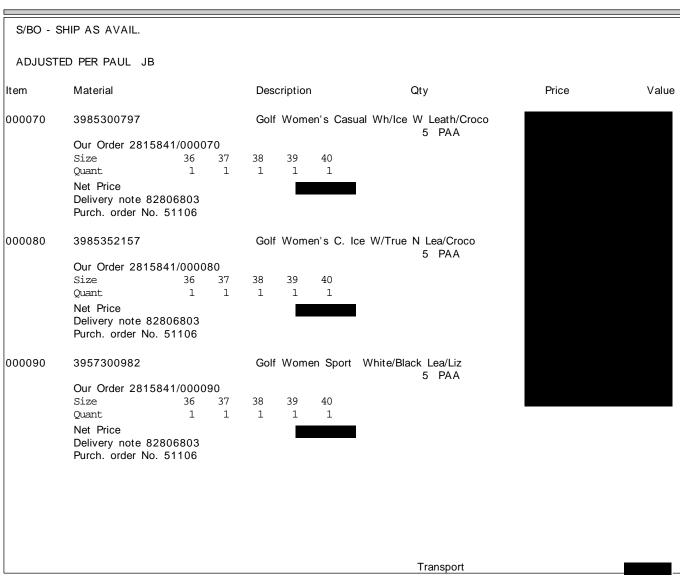
ECCO USA, Inc. 16 Delta Drive Londonderry,NH 03053 www.eccousa.com



10008165/10008165 PENINSULA GOLF PENINSULA GOLF 22 17TH AVE SAN MATEO CA 94402 Delivery Address
PENINSULA GOLF
22 17TH AVE
SAN MATEO CA 94402

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Invoice no.	Date	Currency	Terms of delivery	Value date	Page No.
385069290	05/31/2006	USD	EXW LONDONDERRY	06/01/2006	1



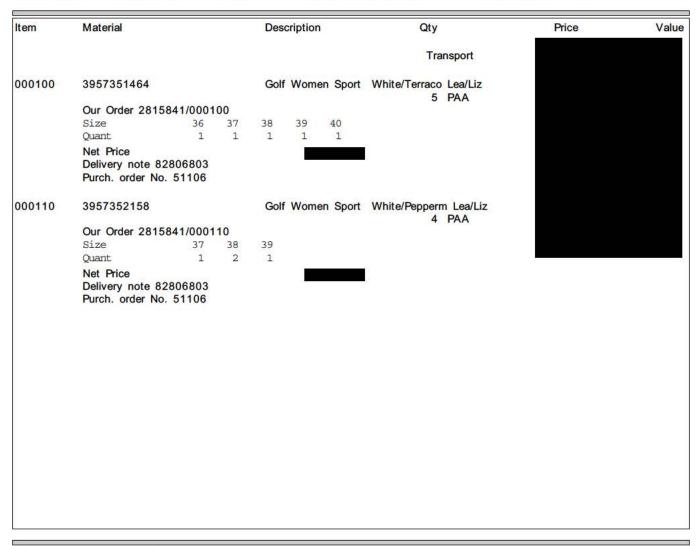
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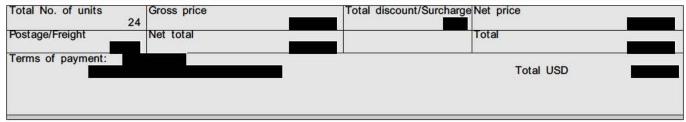


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# TERMS AND CONDITIONS

Any offer to sell by ECCO USA Inc. ("ECCO") as well as any acceptance by ECCO of an order from a buyer of ECCO's goods ("Purchaser") is expressly made conditional upon Purchaser's assent to these Terms and Conditions of Sale. Purchaser taking deliver of any product or payment of any invoice will be conclusive evidence of such assent.

### ACCEPTANCE OF ORDERS

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole discretion.

ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to

PRICE/DELIVERY TERMS
Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income). income)

An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship accordingto our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimatesonly. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery

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Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding writeriever ECCO in good raint deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; revoke any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

#### INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

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ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

# REDISTRIBUTION

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOCS02:477375.3 April 16, 2002

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EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, IND RECT,
NCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARIS NG IN CONTRACT, IN TORT,
UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim
(including the expenses of defending the claim) by any third party against ECCO alleging loss,
damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued
by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS
Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

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# MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does notassent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

### REMEDIES FOR PURCHASER DEFAULT OR BREACH

REMEDIES FOR PURCHASER DEFAULT OR BREACH Upon any breach by Purchaser, or failure by Purchaser to comply with anyof these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in additon to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

### WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

# APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

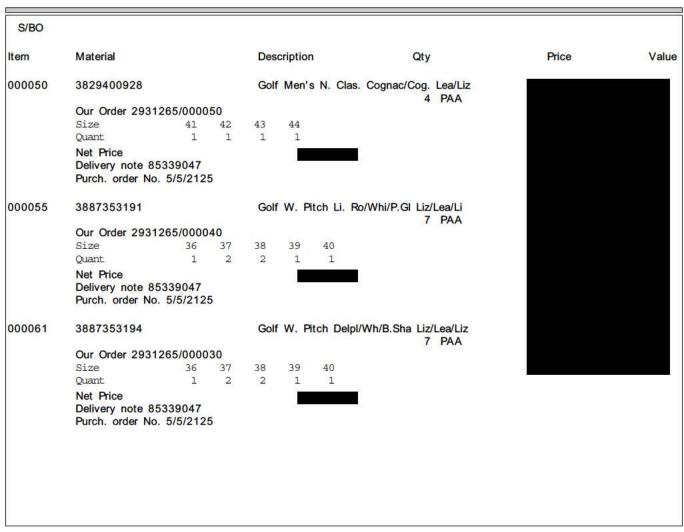
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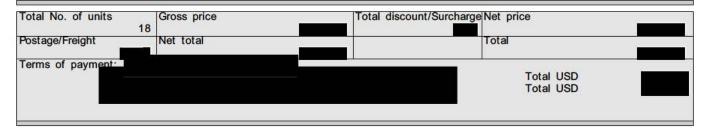


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Invoice no.	Date	Currency	Terms of delivery	Value date	Page No.	
385202497	11/16/2006	USD	EXW LONDONDERRY	11/16/2006	1	





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# REDISTRIBUTION

REDISTRIBUTION

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CHIDOCS02:477375.3 April 16, 2002

# LIMITATION OF LIABILITY

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EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, IND RECT,
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UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim
(including the expenses of defending the claim) by any third party against ECCO alleging loss,
damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued
by Purchaser exceeding those contained herein.

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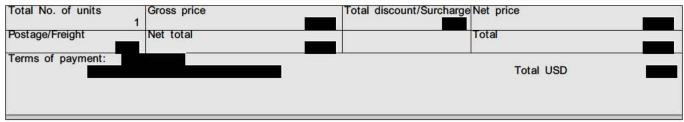


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385566962	02/06/2008	USD	EXW LONDONDERRY	02/07/2008	1	





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CHIDOCS02:477375.3 April 16, 2002

# LIMITATION OF LIABILITY

LIMITATION OF LIABILITY
ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO
EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, IND RECT,
NCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARIS NG IN CONTRACT, IN TORT,
UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim
(including the expenses of defending the claim) by any third party against ECCO alleging loss,
damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued
by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS
Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION
In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional locations) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO® merchandise until an authorized officer of ECCO approves each such application in writing.

# PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

#### ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO®, except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by Ecco governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade

# MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does notassent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

### REMEDIES FOR PURCHASER DEFAULT OR BREACH

REMEDIES FOR PURCHASER DEFAULT OR BREACH Upon any breach by Purchaser, or failure by Purchaser to comply with anyof these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in additon to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

### WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

# APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

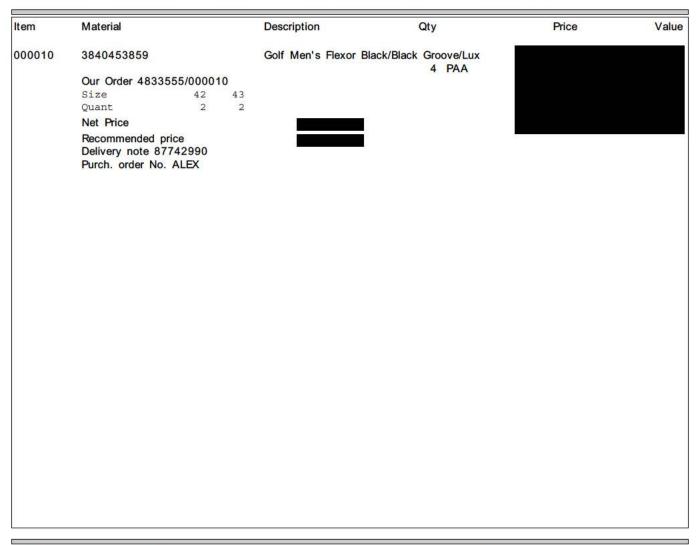
ECCO USA, Inc. 16 Delta Drive Londonderry,NH 03053 www.eccousa.com

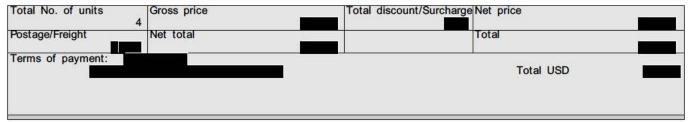


10008165/10008165 PENINSULA GOLF PENINSULA GOLF 22 17TH AVE SAN MATEO CA 94402 Delivery Address
PENINSULA GOLF
22 17TH AVE
SAN MATEO CA 94402

# Repeat printout

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Invoice no.	Date	Currency	Terms of delivery	Value date	Page No.	
385816852	01/09/2009	USD	EXW LONDONDERRY	01/11/2009	1	





# TERMS AND CONDITIONS

Any offer to sell by ECCO USA Inc. ("ECCO") as well as any acceptance by ECCO of an order from a buyer of ECCO's goods ("Purchaser") is expressly made conditional upon Purchaser's assent to these Terms and Conditions of Sale. Purchaser taking deliver of any product or payment of any invoice will be conclusive evidence of such assent.

### ACCEPTANCE OF ORDERS

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole discretion.

ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to

PRICE/DELIVERY TERMS
Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income). income)

An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship accordingto our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimatesonly. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery

PAYMENT/SECURITY
Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding writeriever ECCO in good raint deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; revoke any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

#### INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053 Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$5.00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

# LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCR BED IN THIS PARAGRAPH SHALL BE IN L EU OF ALL OTHER WARRANTIES, EXPRESS OR MPLIED, NCLUDING, BUT NOT LIMITED TO, THE MPLIED WARRANT ES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

# REDISTRIBUTION

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOCS02:477375.3 April 16, 2002

# LIMITATION OF LIABILITY

LIMITATION OF LIABILITY
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EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, IND RECT,
NCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARIS NG IN CONTRACT, IN TORT,
UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim
(including the expenses of defending the claim) by any third party against ECCO alleging loss,
damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued
by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS
Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION
In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional locations) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO® merchandise until an authorized officer of ECCO approves each such application in writing.

# PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

#### ECCO TRADEMARKS

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# MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does notassent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

### REMEDIES FOR PURCHASER DEFAULT OR BREACH

REMEDIES FOR PURCHASER DEFAULT OR BREACH Upon any breach by Purchaser, or failure by Purchaser to comply with anyof these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in additon to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

### WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

# APPLICABLE LAW/LIMITATIONS

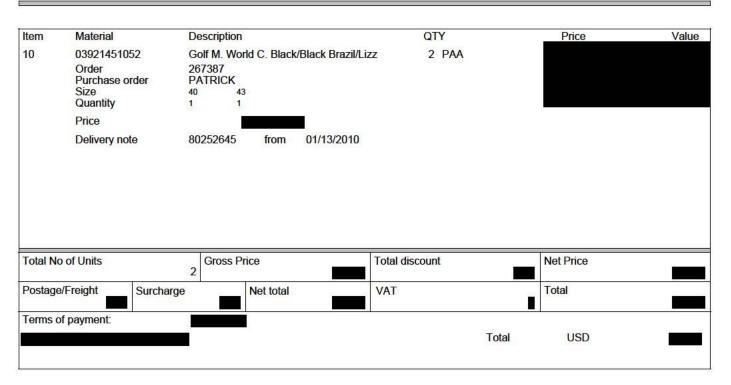
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MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226 ECCO USA, Inc. ECCO USA, INC. Tel: 1-603-537-7300 16 Delta Drive P.O.BOX 415162 Fax:1-603-537-9321 Londonderry,NH 03053 BOSTON, MA 02241-5162 DUNS 55 604 3982 www.eccousa.com



1007208 / 1007208 PENINSULA GOLF PENINSULA GOLF 22 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 PENINSULA GOLF PENINSULA GOLF 22 17TH AVE SAN MATEO CA 94402

Invoice no. 110140119	Inv. date 01/15/2010	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 01/15/2010	Page No. 1 of 1
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ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole

discretion.

ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

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An additional \$5 00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship accordingto our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimatesonly. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery schedules.

# PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

### INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's

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New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$3 00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

# LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED N THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR MPL ED, INCLUDING, BUT NOT L MITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth bergin concepting Inspection/Recentance/Return. the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

## REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOCS02:477375.3 April 16, 2002

### LIMITATION OF LIABILITY

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#### TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

# **CHANGE IN OWNERSHIP OR LOCATION**

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### PRODUCT CHANGES

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### WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY
The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

## APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

#### ENTIRE AGREEMENT

MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226 ECCO USA, Inc. ECCO USA, INC. Tel: 1-603-537-7300 16 Delta Drive P.O.BOX 83360 Fax:1-603-537-9321 Londonderry,NH 03053 WOBURN, MA 01813-3360

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Invoice no.	Inv. date	Currency	Terms of delivery EXW LONDONDERRY	Value date	Page No.
110536955	01/17/2011	USD		01/17/2011	1 of 2

Item	Material	Description	QTY	Price	Value
10	15052456136 Order Purchase order Size Quantity	M. Golf Street Beige/Beige Nomad/Suede 1038913 STREETS 45 46 2 3	5 PAA		
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			
20	15052455869 Order Purchase order Size Quantity	M. Golf Street Black/Moonless Nomad/Sue 1038913 STREETS 43 45 46 3 3 2	8 PAA		
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			
30	03918456497 Order Purchase order Size Quantity	M.Golf Street Moonl/Black/Chili R C/L/D 1038913 STREETS 47	1 PAA		
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			
40	03918456496 Order Purchase order Size Quantity	M.Golf Street Licorice/Coffe/Fanta L/C/D 1038913 STREETS 44 45 1 1	2 PAA		
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			

MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226 ECCO USA, Inc. ECCO USA, INC. Tel: 1-603-537-7300 16 Delta Drive P.O.BOX 83360 Fax:1-603-537-9321 Londonderry,NH 03053 WOBURN, MA 01813-3360

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Invoice no. 110536955	Inv. date 01/17/2011	Currency USD	Terms of do		ERRY		e date 7/2011	Page No. 2 of 2
							Subtotal	
Total No of Units	16	Gross Price		T	Total discount		Net Price	
Postage/Freight	Surcharge	Ne	et total	\	VAT		Total	
Terms of payment				•		Total	USD	

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole

discretion.

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### INSPECTION/ACCEPTANCE/RETURN

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ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

## REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOCS02:477375.3 April 16, 2002

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#### MODIFICATIONS AND CANCELLATIONS

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MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226 ECCO USA, INC. P.O.BOX 83360

WOBURN, MA 01813-3360

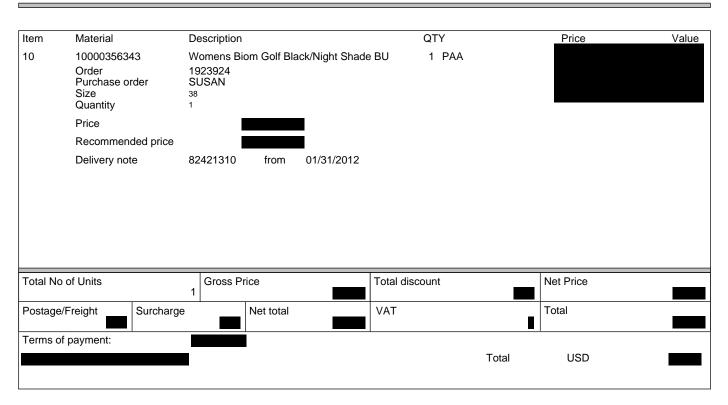
Tel: 1-603-537-7300 Fax:1-603-537-9321 DUNS 55 604 3982

ECCO USA, Inc. 16 Delta Drive Londonderry,NH 03053 www.eccousa.com



1007208 / 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402

Invoice no. 110945234	Inv. date 02/01/2012	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 02/01/2012	Page No. 1 of 1



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CHIDOCS02:477375.3 April 16, 2002

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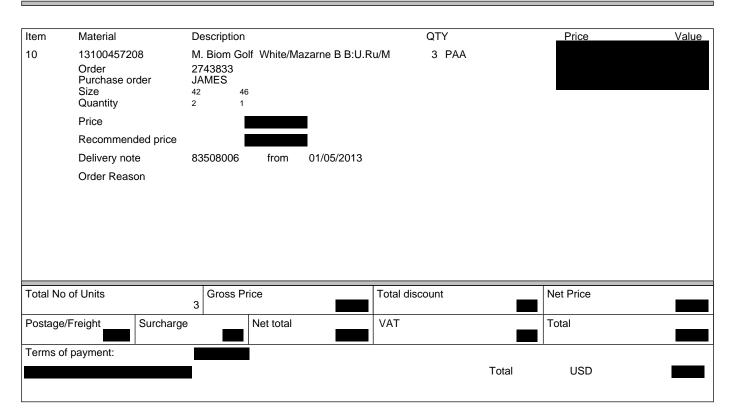
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1007208 / 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402

Invoice no. 111317003	Inv. date 01/07/2013	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 01/07/2013	Page No. 1 of 1



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CHIDOCS02:477375.3 April 16, 2002

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Upon any breach by Purchaser, or failure by Purchaser to comply with anyof these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitations pencial indirect consequential and incidental). ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and conditions of sale will be calculative and will be calculated and will be in addition to all other lights are remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

### WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY
The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

## APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

#### ENTIRE AGREEMENT

MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226 ECCO USA, INC. P.O.BOX 83360 WOBURN, MA 01813-3360

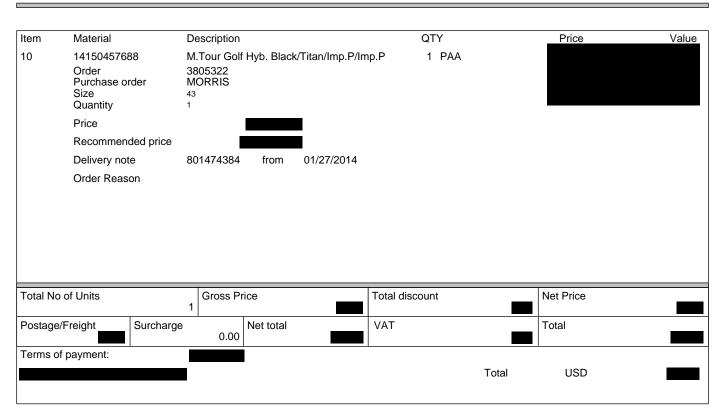
Tel: 1-603-537-7300 Fax:1-603-537-9321 DUNS 55 604 3982

ECCO USA, Inc. 16 Delta Drive Londonderry,NH 03053 www.eccousa.com



1007208 / 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 FRED MORRIS 2821 OCTAVIA STREET SAN FRANCISCO CA 94123

Invoice no.	Inv. date	Currency	Terms of delivery	Value date	Page No.
111839602	01/28/2014	USD	EXW LONDONDERRY	01/28/2014	1 of 1



ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole

discretion.

ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

#### PRICE/DELIVERY TERMS

Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income).

An additional \$5 00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship accordingto our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimatesonly. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery schedules.

# PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

### INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053 Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$3 00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

# LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED N THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR MPL ED, INCLUDING, BUT NOT L MITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth bergin concepting Inspection/Recentance/Return. the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

## REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOCS02:477375.3 April 16, 2002

#### LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INDIRECT, NCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARIS NG IN CONTRACT, N TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

#### TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

# **CHANGE IN OWNERSHIP OR LOCATION**

In the event of a sale of, or a partial or total change in ownership in Purchaser or of any of Purchaser's approved locations, the new owner(s) additional locations) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO# merchandise until an authorized officer of ECCO approves each such application in

### PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

### ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO#", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by Ecco governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

#### MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does notassent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

### REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with anyof these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitations pencial indirect consequential and incidental). ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and conditions of sale will be calculative and will be calculated and will be in addition to all other lights are remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

### WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY
The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

## APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

#### ENTIRE AGREEMENT

MAKE CHECK PAYABLE TO: Credit Tel: ECCO USA, INC. P.O.BOX 83360

WOBURN, MA 01813-3360

Credit Tel: 1-800-454-3226 Cust.Serv. Tel: 1-800-886-3226 Credit Fax:

DUNS

1-800-898-1432 55 604 3982

ECCO USA, Inc. 16 Delta Drive Londonderry,NH 03053 www.eccousa.com



**EXHIBIT B** 

1007208 / 1007208 **PENINSULA GOLF** PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402

# Repeat Printout

Invoice no.	Inv. date	Currency	Terms of delivery	Value date 05/05/2015	Page No.
112505266	05/05/2015	USD	EXW LONDONDERRY		1 of 4

CD417					
Item	Material	Description	QTY	Price	Value
10	13061459065 Order Purchase order Size Quantity	M. Golf Biom G2 Black/Transparent YUR/O 5123566 CD417 44 45 1	2 PAA		
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
20	Order Reason 13061459015	M. Golf Biom G2 Concrete/Royal YUR/Out	1 PAA		
	Order Purchase order Size Quantity	5123566 CD417 45			
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
	Order Reason				
30	13102450858	Men's Biom Golf White/Steel Bi.UR/Outso	1 PAA		
	Order Purchase order Size Quantity	5123566 CD417 43			
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
	Order Reason				
40	13102450493	Men's Biom Golf White/D.Blue Bi.UR/Outs	1 PAA		
	Order Purchase order Size Quantity	5123566 CD417 44			
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
	Order Reason				

MAKE CHECK PAYABLE TO: Credit Tel: ECCO USA, INC.

P.O.BOX 83360

WOBURN, MA 01813-3360

1-800-454-3226 Cust.Serv. Tel: 1-800-886-3226 Credit Fax: 1-800-898-1432

DUNS

ECCO USA, Inc. 16 Delta Drive Londonderry,NH 03053 www.eccousa.com



1007208 / 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402

# **Repeat Printout**

55 604 3982

Invoice no. 112505266	Inv. date 05/05/2015	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 05/05/2015	Page No. 2 of 4
				Subtota	al <b>III</b>

					Subtotal	
Item	Material	Description		QTY	Price	Value
50	15151459015 Order Purchase order Size Quantity	M. Golf Biom Hybrid 2 Cor 5123566 CD417 42 43 46 1 1 1	ncrete/Royal YUR 47 1	4 PAA		
	Price					
	Recommended price					
	Delivery note	803944503 from 04	4/28/2015			
60	Order Reason 15151450612 Order Purchase order Size Quantity	M. Golf Biom Hybrid 2 Blac 5123566 CD417 43	ck/Brick YUR/Ou	1 PAA		
	Price					
	Recommended price					
	Delivery note	803944503 from 04	4/28/2015			
70	Order Reason 15151458470 Order Purchase order Size Quantity	M. Golf Biom Hybrid 2 Car 5123566 CD417 45 47 1 1	nel/Fanta YUR/O	2 PAA		
	Price					
	Recommended price					
	Delivery note	803944503 from 04	4/28/2015			
80	Order Reason 15059458871 Order Purchase order Size Quantity	Men's Golf Street Ombre/F 5123566 CD417 42	Port/Brick Q/A/O	1 PAA		
	Price					
	Recommended price					
	Delivery note	803944503 from 04	4/28/2015			
	Order Reason					

MAKE CHECK PAYABLE TO: Credit Tel: ECCO USA, INC.

P.O.BOX 83360 WOBURN, MA 01813-3360 Credit Fax:

**DUNS** 

1-800-454-3226 Cust.Serv. Tel: 1-800-886-3226 1-800-898-1432 55 604 3982

ECCO USA, Inc. 16 Delta Drive Londonderry,NH 03053 www.eccousa.com



1007208 / 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402

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Invoice no. Inv. date Currency USD Terms of delivery EXW LONDONDERRY	Value date 05/05/2015	Page No. 3 of 4	
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Item								Subtotal	
Order	Item	Material	Description			QTY		Price	Value
Recommended price	90	Order Purchase order Size	5123566 CD417 <sub>45</sub>	Black/Sh	a.White/Pure Green	1 P	PAA		
Delivery note 803944503 from 04/28/2015 Order Reason  100 15059458807 Men's Golf Street White/Titanium/Orange 1 PAA Order 5123566 Purchase order CD417 Size 46 Quantity 1 Price Recommended price Delivery note 803944503 from 04/28/2015 Order Reason  110 15059458809 M.Golf Street Birch/Black/Pure Green 1 PAA Order 5123566 Purchase order CD417 Size 40 Quantity 1 Price		Price							
Order Reason  100		Recommended price							
100		Delivery note	803944503	from	04/28/2015				
Recommended price  Delivery note 803944503 from 04/28/2015  Order Reason  110 15059458809 M.Golf Street Birch/Black/Pure Green 1 PAA  Order 5123566  Purchase order CD417  Size 40  Quantity 1  Price	100	15059458807 Order Purchase order Size	5123566 CD417 <sup>46</sup>	reet Whit	e/Titanium/Orange	1 P	PAA		
Delivery note 803944503 from 04/28/2015 Order Reason  110 15059458809 M.Golf Street Birch/Black/Pure Green 1 PAA Order 5123566 Purchase order CD417 Size 40 Quantity 1 Price		Price	Ī						
Order Reason  110 15059458809 M.Golf Street Birch/Black/Pure Green 1 PAA Order 5123566 Purchase order CD417 Size 40 Quantity 1 Price		Recommended price							
110 15059458809 M.Golf Street Birch/Black/Pure Green 1 PAA Order 5123566 Purchase order CD417 Size 40 Quantity 1 Price		Delivery note	803944503	from	04/28/2015				
	110	15059458809 Order Purchase order Size	5123566 CD417 40	Birch/Bla	ick/Pure Green	1 P	'AA		
		Price							
Recommended price		Recommended price							
Delivery note 803944503 from 04/28/2015		Delivery note	803944503	from	04/28/2015				
Order Reason		Order Reason							

MAKE CHECK PAYABLE TO: Credit Tel:

ECCO USA, INC. P.O.BOX 83360

WOBURN, MA 01813-3360

Cust.Serv. Tel: 1-800-886-3226

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1007208 / 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402 Delivery address 1007208 PENINSULA GOLF PENINSULA GOLF 24 17TH AVE SAN MATEO CA 94402

# **Repeat Printout**

1-800-454-3226

Invoice no. 112505266				of delivery LONDONI		II	e date 5/2015	Page No. 4 of 4
							Subtotal	
Total No of Units	16	Gross Pric	e		Total discount		Net Price	
Postage/Freight	Surcharge		Net total		VAT		Total	
Terms of payment	: <b>-</b>					Total	USD	

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole

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Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

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ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOCS02:477375.3 April 16, 2002

#### LIMITATION OF LIABILITY

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#### TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

# **CHANGE IN OWNERSHIP OR LOCATION**

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### PRODUCT CHANGES

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### ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO#", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by Ecco governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

#### MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does notassent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

### REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with anyof these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitations pencial indirect consequential and incidental). ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and conditions of sale will be calculative and will be calculated and will be in addition to all other lights are remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

### WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY
The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

## APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

#### ENTIRE AGREEMENT